

NFS Agreement No. .	07-FI-11060402-018
BLM Agreement No.	07-FI-OR020-001

**COOPERATIVE FIRE PROTECTION AGREEMENT
BETWEEN
BURNS DISTRICT, BUREAU OF LAND MANAGEMENT
MALHEUR NATIONAL FOREST, EMIGRANT RANGER DISTRICT
(COLLECTIVELY KNOWN AS BURNS INTERAGENCY FIRE ZONE)
AND
BURNS PAIUTE TRIBAL FIRE DEPARTMENT
AND
CITY OF HINES, OREGON VOLUNTEER FIRE DEPARTMENT
AND
CITY OF BURNS, OREGON VOLUNTEER FIRE DEPARTMENT**

This COOPERATIVE FIRE PROTECTION AGREEMENT is made and entered into by and between the parties listed above, under the authority and provisions of the Reciprocal Fire Protection Act of May 27, 1955 (42 USC 1856a), the Granger-Thye Act of April 24, 1950 (16 USC 572),

I. INTRODUCTION

A. Purpose

The purpose of this Agreement is to provide for cooperation in the prevention, detection and suppression of wildland fires within the protection areas designated as reciprocal of parties signatory to this Agreement. Refer to the attached and incorporated map title **Exhibit A**.

This Agreement provides for cooperation only in wildland fire management activities. The FOREST SERVICE shall not respond to structure fires, vehicle fires or traffic accidents in lieu of the other parties. The FOREST SERVICE may, as available, respond to such incidents when adjacent wildlands covered under this Agreement are threatened by fire from such incidents.

B. Statement of Mutual Benefits and Interests

The Bureau of Land Management (BLM) has the responsibility for prevention, protection and suppression of wildland fires on Bureau-administered land, and on adjacent or intermingled State and private forested and rangelands as identified through written agreement.

The Forest Service has the responsibility for prevention, protection, and suppression of wildland fires on National Forest-administered land, and on adjacent or intermingled State and private forested lands as identified through written agreement.

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The Burns Paiute Tribe has the responsibility for prevention, protection, and suppression of structure and wildland fires within the established Tribal boundaries. These structures and lands protected by the Burns Paiute Fire Departments are intermingled or adjacent to lands protected by the Forest Service and the BLM.

The Hines and Burns Volunteer Fire Departments have the responsibility for prevention, protection, and suppression of structure and wildland fires within the established fire district. These structures and lands protected by the Hines and Burns Volunteer Fire Departments are intermingled or adjacent to lands protected by the Forest Service and the BLM.

Therefore it is mutually advantageous, and in the public interest, for the parties to coordinate their efforts in the prevention, detection, and suppression of wildfires in and adjacent to their areas of responsibility.

C. Waiver of Claims

In no event shall any party to this Agreement be bound beyond its lawful authority and appropriations available.

It is mutually agreed that the parties to this Agreement waives all claim between and against each other, for compensation for any loss or damage to each others property, and personal injury or death of, employees, agents, and contractors, except that this waiver shall not apply to intentional torts or acts of violence against such persons or property.

This provision shall not relieve any party from responsibility for claims of third parties for losses for which the party is otherwise legally liable.

Agencies will be liable for their own actions during mutual aid response or independent action as outlined in this Agreement.

D. Reciprocal Fire Protection

For the first operational initial attack shift of an emergency assignment, all local Agency-owned resources made available under this Agreement will be deployed at no cost to the Requesting Unit. For assignments lasting longer than the first operational period, up to 8 hours, a supplemental firefighting agreement, see example in **Exhibit B**, will be signed by the responsible parties identifying cost reimbursement protocols and apportionments.

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II. PRESUPPRESSION

A. Incident Command System

All parties agree to operate under the concepts defined in the National Interagency Management System (NIMS) including: Incident Command System (ICS), Agency defined qualification system, training system, the management of publications, and participate in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for management of incidents covered by this agreement.

B. Training

1. It is the goal of the parties to this Agreement to achieve common standards within the party's best interest. Until common standards are achieved, each party to this Agreement recognizes the other party's training and qualification program as adequate to meet the minimum requirements for initial attack activities, and are reasonable, prudent, and acceptable. Firefighter (FFT2) is recommended.
2. Joint training is encouraged between parties.
3. Each party will advise the other of applicable cross training opportunities
4. Training programs will be made available to each party and sessions will be conducted without tuition costs where appropriate.

CD. Communication

Interagency communication is absolutely essential for effective fire protection cooperation. Each party agrees to give written permission to the other to use their radio frequencies when involved in fire management activities. Radio frequency assignments on incidents shall be identified and a command and or tactical frequency assigned and made known to all parties.

D. Dispatching

1. Fire Departments (FDs), (Burns Volunteer FD, Hines Volunteer FD, Burns Paiute FD)

Dispatching will be handled through the HC-911.

Will have primary responsibility for dispatch of structure and wildland fires in the City limits or within the capacity of the City Fire Radio systems.

2. Burns District BLM and Emigrant Creek RD (BIFZ)

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All dispatching will be coordinated through the BICC at (541) 573-1000.

Will have primary responsibility for dispatching fires on or adjacent to public lands.

3. Dispatchers

- a. Keep field personnel informed of adjacent fire activity
- b. Maintain status of resources for agency and cooperators
- c. Maintain appropriate radio/communication documentation logs
- d. Issue fire weather alerts and warnings to all firefighters and command personnel.

III. SUPPRESSION

A. Wildfire Reporting

Structure fires should be reported to the Harney County 911 Dispatch Center (HC-911) who will notify the appropriate fire agency. Burns Interagency Communication Center (BICC) will be the reporting office for the Burns Interagency Fire Zone (BIFZ).

B. Structural Fires

Structural fire suppression is the basic responsibility of local structural fire departments.

Employees of BIFZ shall limit actions on structural fires to their identified agency policies.

C. Wildland Fires

A field unit of any party may, upon its own initiative and without reimbursement, go upon land of the others to engage in fire suppression work for the protection of their own land or for the purpose of immediate threat to public safety. The responsible field unit shall be recognized as being in charge of fire suppression if there is a qualified employee present and available to assume responsibility.

On fires within a single jurisdiction, a single Incident Commander will be designated by the responsible field unit. Assisting field units will coordinate directly with the Incident Commander or Liaison Officer if one is designated.

On fires within multijurisdictions, or threatening to become multijurisdictional, a Unified Command should be used. If the fire escapes initial attack, a supplemental fireline agreement will be immediately negotiated between the responsible field units designated division of responsibility for control action.

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When required, supplemental agreements may be negotiated under any of the following principles:

1. Division of fire responsibilities based on ownership, acreage, access or damage potential
2. Dual agency fire organization with one Incident Commander
3. One agency to assume total fire effort, with the other agencies maintaining full liaison

D. Fire Equipment/Personal Protective Equipment

It is recognized that there is a difference in the types of wildland fire equipment between BIFZ and the FD. Each agency and department will acquaint each other with their equipment. Use of proper personal protective equipment is the responsibility of the Incident Commander. BIFZ may assist in providing Nomex clothing, hard hats, and fire shelters to FD firefighting personnel if they do not have them in situations when that is the most prudent action.

E. Reciprocal Fire Protection Service

Reciprocal or Mutual Aid resources will be provided on an "As Available" basis, realizing that personnel and equipment may be unavailable because of other fire assignments or repair downtime. Neither party will charge the other for time and expenses in providing emergency services required or requested under the terms of this Agreement during the first operational period, up to 8 hours, of an Incident.

IV. GENERAL

A. Media Coordination

Media contact and news releases about a specific fire will be the responsibility of the responsible field unit and will not be conducted or released by the assisting unit without the permission of the responsible field unit. BIFZ will assign a Fire Information Officer to any major fire in which BIFZ has jurisdictional authority. On multijurisdictional fires joint media releases will be developed.

B. Wildland Fire Investigation

1. A detailed fire investigation will be conducted on all human-caused wildland fires as a responsibility of the Administrative Agency. BIFZ has a trained fire origin and cause determination specialist available to assist other agencies.

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2. Nothing herein contained shall be understood to impair the right of any agency to recover the costs of suppression and damages due to fires resulting from the negligent, willful or illegal act. In those cases where costs have been successfully recovered from a third party, reimbursement of initial attack costs (to the extent included in the recovery) will be made to the parties taking initial attack action.

C. Fire Prevention

Parties to this Agreement will coordinate any closure or fire prevention orders with all other Agencies allowing for a coordinated approach to regulating public use or other fire prevention activities.

D. Commencement/Expiration Date

This instrument is executed as of the date of the last signature and is effective for 5 years from that date at which time it will expire unless extended. Annually, or as needed, the participating parties will meet to review the previous fire season and adjust this Agreement through written modification if needed.

E. Termination

Any of the parties, in writing, may terminate the instrument in whole, or in part, by providing 30 days written notice to the other party.

F. Freedom of Information Act

Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

G. Modification

Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

H. Legal Authority

The parties has the legal authority to enter into this instrument, and the institutional, managerial and financial capability to ensure proper planning, management, and completion of the project.

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I. Principal Contacts

The principal contacts for this instrument are:

Forest Service/BLM Project Contact
MIKE MORCOM – Fire Management Officer
28910 Hwy 20 West
Hines, OR 97738
Phone: (541) 573-4343
FAX: (541) 573-4410
E-Mail: Mike_Morcom@or.blm.gov

Burns Paiute Tribe Project Contact	Burns Paiute Tribe Admin Contact
KENTON DICK	WANDA JOHNSON
Fire Chief	Tribal Chairperson
100 Pasigo St	100 Pasigo Ave
Burns, OR 97720	Burns, Oregon 97720
Phone: (541) 573-5562	Phone: (541) 573-1910
FAX:	FAX:
E-Mail: kenton.dick@burnspaiute_nsn.gov	E-Mail Wanda.Johnson@burnspaiute_nsn.gov

City Of Hines Project Contact	City of Hines Administrative Contact
ROBERT SPENCE	RUTH SCHULTZ
Fire Chief	Mayor
101 E Barnes	101 E Barnes
P.O. Box 336	P.O. Box 336
Hines, OR 97738	Hines, OR 97738
Phone: (541) 573-7477	Phone: (541) 573-2251
FAX: (541) 573-7477	FAX: (541) 573-5827
E-Mail:	E-Mail

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City of Burns Project Contact	City of Burns Administrative Contact
WAYNE THOMPSON	LAURA VANCLEAVE
Acting Fire Chief	Mayor
242 S Broadway	242 S Broadway
Burns, OR 97720	Burns, OR 97720
Phone: (541) 573-5255	Phone: (541) 573-5255
FAX: (541) 573-5622	FAX: (541) 573-5622
E-Mail:	E-Mail: burnscitymanager@centurytel.net

14.J. BILLING PROCEDURES. The SUPPORTING party will bill the PROTECTING party for actual costs incurred for assistance provided and identified as reimbursable. Reimbursable costs include all costs associated with the direct fire operations and incident support ordered by or for the incident (except as otherwise described in reciprocal initial attack and independent action situations).

SUPPORTING party shall submit a bill no later than one (1) year from date of the incident. Bills will be identified by fire name, location, incident number and will be supported by adequate documentation, including any applicable cost share agreements.

Adequate documentation is defined as: Complete equipment use shift tickets (OF-297) signed by a Forest Officer and a representative of the supporting party..

Submit original invoice(s) for payment to:

U.S. Forest Service
Albuquerque Service Center
Incident Finance
101B Sun Avenue NE
Albuquerque, NM 87109
FAX: (866) 816-9532

All bills will have a payment due date 30 days after date of issuance.

15.K. **DUNS NUMBER** (5/04): The cooperator shall furnish their DUNS number upon execution of this instrument. You may obtain a DUNS number by contacting Dun and Bradstreet at 800-234-3867 or 866-794-1580. A DUNS number will be provided immediately by telephone at no charge.

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ELECTRONIC FUNDS TRANSFER (EFT) (5/04): The recipient/cooperators shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with US Treasury Regulations, Money and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:

1. The payment recipient does not have an account at a financial institution.
2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.
3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments the recipient/cooperator shall register in the Central Contractor Registry (CCR). You may register by going to www.ccr.gov and following the instructions provided on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725

M. Employment Policy

Employees of the parties to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of incident location, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.

N. Nondiscrimination

The parties shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities.

O. Retention and Access Requirements for Records

Each party shall give the other, or their authorized representative, access to, and the right to examine all records, books, papers, and documents related to this Agreement. All records pertinent to this instrument shall be retained for a period of 3 years.

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P. Authorized Representatives

By signature below, the parties certifies that the individuals listed in this document as representatives of the parties are authorized to act in their respective areas for matters related to this Agreement.

The authority and format of this instrument has been reviewed and approved for signature.

<u>/S/Louis E. Provencher</u>	<u>7/3/2007</u>
Louis E. Provencher	DATE
USDA Forest Service	
Agreements Coordinator	

Attached and incorporate:

Exhibit A: Reciprocal Area Map Exhibit B: Supplemental Fire Agreement

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IN-WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

Karla Bud
 for DANA SHUFORD
 District Manager
 Burns District
 Bureau of Land Management
 DUNS No. 798067393
 ALC: 14-11-0008

7/10/2007
 Date

Wanda Johnson
 Wanda Johnson
 Tribal Chairperson
 Burns Paiute Tribe
 Duns: 149725442
 Tax ID: 93-0573054

7/10/07
 Date

Gary L. "Stan" Benes
 GARY L. "STAN" BENES
 Forest Supervisor
 Malheur National Forest
 DUNS No. 929332484
 ALC: 12-40-1100

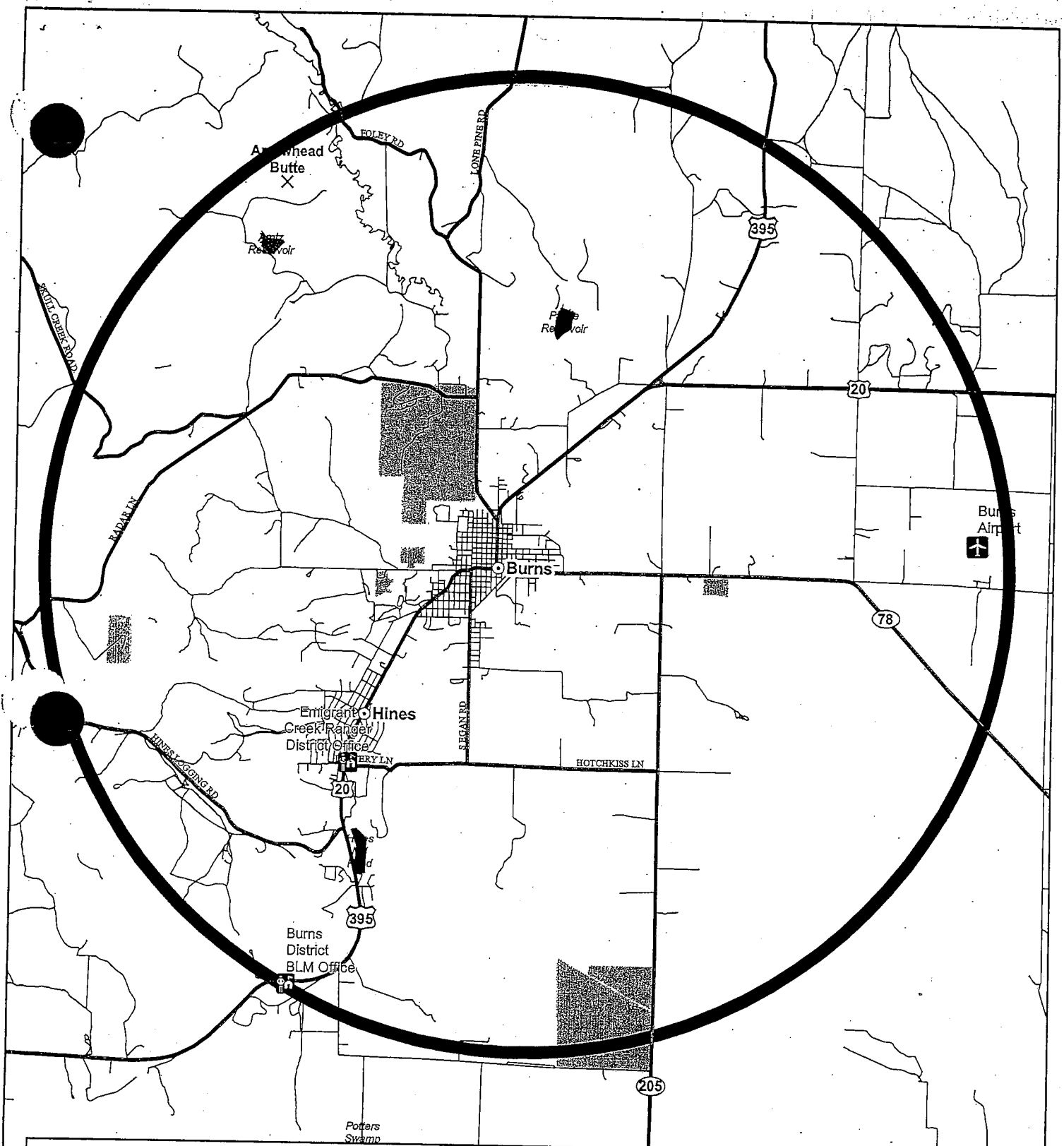
7-10-2007
 Date

Ruth Schultz
 RUTH SCHULTZ
 Mayor
 City of Hines, Oregon
 Duns: 111939349
 Tax ID: 93-6002185

7/10/07
 Date

Laura Vancleave
 LAURA VANCLEAVE
 Mayor
 City of Burns, Oregon
 Duns: 025750142
 Tax ID: 93-6002129

7/10/07
 Date



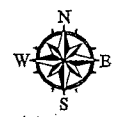
Legend

- Mutual Aid Zone
- Primary Roads
- Secondary Roads
- Perennial Lake
- Intermittent Lake

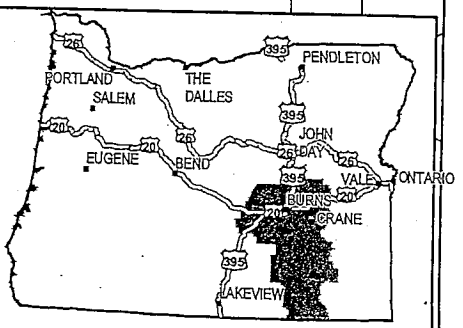
- Bureau of Land Management
- State
- Indian Reservation
- Private

0 0.5 1 2 Miles

**MUTUAL AID ZONE
CITY FIRE DEPARTMENTS & BIFZ**



Note: No warranty is made by the Bureau of Land Management as to the accuracy, reliability or completeness of these data for individual or aggregate use with other data. Original data was compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.
6/12/07
/projects/dispatch/MutualAidZone20078X11.mxd
Stacy Fenton, Burns District GIS



Supplement # (and date of last revision) _____

SUPPLEMENTAL FIRE SUPPRESSION AGREEMENT

The purpose of this agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost divisions. This agreement is a supplement to the master agreement/contract between the agencies listed.

1. Fire Name: _____ Origin Date _____ Time _____
2. Origin: Township _____ Range _____ Section _____
3. Estimated Size _____ Acres at the time of this agreement.
4. Agency _____ Fire # _____
 Agency _____ Fire # _____
 Agency _____ Fire # _____
 Agency _____ Fire # _____
 Agency _____ Fire # _____
5. This agreement becomes effective on: _____
 at _____ and remains in effect until amended or terminated.
6. Overall direction of this incident will be by () Unified Command, or by ()
 Single Command structure. Identify below personnel filling the following
 positions:

Position	Name(s)	Agency
Incident Commander	_____	_____
Agency Representative	_____	_____
Liaison Officer	_____	_____
Finance Officer	_____	_____

7. Suppression action will be subject to the following special conditions and land management considerations: _____

Supplement # (and date of last revision) _____

8. Geographic responsibility (if appropriate) by Agency is defined as follows:

Agency _____ Geographic Responsibility _____

Agency _____ Geographic Responsibility _____

Agency _____ Geographic Responsibility _____

Agency _____ Geographic Responsibility _____

9. The Agency responsible for structural protection will be: _____

10. Special operational conditions agreed to: (with cost share information in Item #11).

Air Operations _____

(Note: Each agency will be responsible for all costs associated with aerial retardant dropped on their own lands or on which they have protection responsibility.)

Base Camp, Food Service _____

Incident Information _____

Fire Investigation _____

11. Fire Suppression COSTS will be divided between Agencies as described:

Cost Centers:	Agency:	Agency:	Agency:
Fireline Resources:			
Base Camp Operations and Support:			
Air Operations:			

Supplement # (and date of last revision) _____

12. Other conditions relative to this agreement: _____

13. It is recognized that each agency has different training, safety, and equipment requirements. All employees will meet their own agency standards, regardless of location on the fire.

14.

_____	_____	_____	_____
Agency	Agency	Agency	Agency

_____	_____	_____	_____
Signature	Signature	Signature	Signature

_____	_____	_____	_____
Title	Title	Title	Title

_____	_____	_____	_____
Date	Date	Date	Date

List of Attachments (if any): _____ / _____ / _____

INSTRUCTIONS – SUPPLEMENTAL FIRE SUPPRESSION AGREEMENT

Numbered instructions correspond to form items that require further explanation. Supplemental agreements will be numbered consecutively following the original (#1) for each fire. Supplements may be added at any time. Where insufficient room is available for necessary information, the back side of the form shall be used for additions. Small revisions to this agreement may be completed on a single page, describing the change to the original agreement, and obtaining new signatures from those involved.

Master Cooperative Agreements exist between all major wildland fire protection agencies in the Pacific Northwest. These agreements authorize general mutual aid, including reciprocal and cooperative fire protection services elaborated upon in local annual operating plans. A SUPPLEMENTAL FIRE SUPPRESSION AGREEMENT is required when cooperative fire suppression action goes beyond initial attack or whenever there is a need for one. The objective of the Supplemental Agreement is to establish and document the cost proration and basic organizational structure of specific fires.

Supplemental Fire Suppression Agreements will be negotiated on-the-ground. A Supplemental Agreement is necessary when more than one jurisdictional responsibility for fire protection is affected by the placement of the fire. The agreement will not affix liability for fire cost payment by either agency based upon responsibility for the fire origin. The designated representatives of each agency with forces on the fire are responsible for completing and signing the agreement.

1. List the fire name agreed upon by agencies involved.
2. Give the origin or best estimate of origin location by legal description.
3. Estimate the size AT THE TIME OF THE SUPPLEMENTAL AGREEMENT.
4. List the agencies involved in fire suppression operations, and respective agency fire numbers.
5. List the DATE and TIME that the agreement is in effect. That time could be prior to or following the time that negotiations are made for the agreement.
6. Check the appropriate command structure for the fire. Definitions:

UNIFIED COMMAND – A method for all agencies with jurisdictional responsibility to contribute to determining the overall objectives for the incident; interagency ICS team structure.

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SINGLE COMMAND STRUCTURE – One agency manages the incident with liaison and concurrence of objectives from other involved agencies.

List the appropriate personnel filling ICS positions on the fire.

7. List any irregular conditions or resource objectives, i.e., dozer restrictions, mechanized restrictions, bald eagle nest, high value plantation.
8. Operational responsibility for the fire will be defined in this section (if appropriate). Respond to this item only if agency forces have specific segments of the fire. This information will not determine cost responsibility, unless specified in Item 11. Examples are: Divisions A and B; all structural protection areas; specific campground.
9. List the agency (or agencies) responsible for structural protection, and any pertinent control information or contacts.
10. List operation conditions or directions agreed to pertaining specifically to: air operation, camp and kitchen, incident information, and fire investigation. Costs pertaining to these decisions shall be documented in Item #11.
11. Agency fire suppression costs will be determined from the information supplied in this item. There are several ways to determine the best cost share mix. The following list describes methods for consideration:
 - ** A. Each agency pays for their own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.
 - ** B. Each agency pays for their own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
 - ** C. Cost is apportioned by geographic division. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campgrounds.
 - ** D. Cost share by percentage of ownership or agency jurisdictional responsibility.
 - ** E. Reconciliation of daily estimates (for larger, multi-day incidents). This method relies upon daily agreed to cost estimates, using Incident Action Plans or other means to determine multi-agency contributions. Reimbursements can be made upon estimates instead of actual bill receipts.

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Costs that are not normally accounted for are: responsibility for claims and rehabilitation costs (which remain the responsibility of the jurisdictional agency). Non-expendable property purchases will be the responsibility of the agency making the purchase. No agency support costs will be included in this agreement (i.e. office dispatchers, warehouse workers, etc.) THE COST CENTERS THAT COULD/SHOULD BE ADDRESSES ARE:

Fireline Resources

DOZERS, ENGINES, FALLERS, TRANSPORTS, WATER TENDERS, HAND CREWS, LINE OVERHEAD.

Fire Camp Operations and Support

BUSES, CAMP CREWS, COMMUNICATIONS, FOOD, REFRIGERATOR UNITS, SHOWERS, TOILETS, WATER TRUCK, CACHE SUPPLIES, RESCUE/MED, CAMP FACILITY.

Air Support

HELICOPTERS (WITH SUPPORT), AIR TANKERS.

12. List any specific conditions relative to this agreement, such as: dispatch procedures, one agency representing another, coordinated information or intelligence, etc.
13. No input needed.
14. Signatures of authorized personnel. List any attachments to the agreement. Give the date of the last revision or former Supplemental Agreement for the same fire.